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ELLSWORTH C. ALVORD (1964)

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RECORDATION NO. 23531-A FILED
JUN 28 '01 2-06 PM
SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

June 28, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Amtrak Trust 2001-L-A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Trust Indenture and Security Agreement (Amtrak 2001-L-A) dated June 28, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which is being filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Owner Trustee : Wilmington Trust Company
 1100 North Market Street
 Wilmington, Delaware 19801

Indenture Trustee: Allfirst Bank
 25 South Charles Street
 Baltimore, MD 21202

A description of the railroad equipment covered by the enclosed document is:

Thirty-one (31) P-42 DC locomotives: AMTK 153 - 183 inclusive.

Mr. Vernon A. Williams

June 28, 2001

Page Two

A short summary of the document to appear in the index follows:

Memorandum of Trust Indenture and Security Agreement
(Amtrak 2001-L-A).

Also enclosed is a check in the amount of \$28.00 payable to the order of the
Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

AMTRAK TRUST 2001-L-A

RECORDATION NO. 23531-A
JUN 28 '01 2-06 PM
SURFACE TRANSPORTATION BOARD

MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT (AMTRAK TRUST 2001-L-A) dated June 28, 2001, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "*Owner Trustee*") under the Trust Agreement (Amtrak Trust 2001-L-A) (the "*Trust Agreement*") dated as of June 15, 2001 and ALLFIRST BANK, a Maryland banking corporation, as indenture trustee (together with any successor indenture trustee, the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Trust Indenture and Security Agreement (referred to as "*Indenture*" below).

WHEREAS, Owner Trustee and Indenture Trustee are entering into that certain Trust Indenture and Security Agreement (Amtrak Trust 2001-L-A) dated as of June 15, 2001 (the "*Trust Indenture*"), as supplemented by Indenture Supplement No. 1 (the terms of each of which are incorporated herein by reference; and the Trust Indenture as so supplemented being herein called the "*Indenture*"), pursuant to which Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, unto Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants and Note Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest and all powers and privileges of Owner Trustee in, to and under the following described property, rights, interests and privileges whether tangible or intangible, wherever located or situated, whether now owned or held or hereafter acquired, other than Excepted Payments and Excepted Rights (which collectively, excluding Excepted Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Indenture Supplement No. 1 or any mortgage supplemental thereto, are included within the Trust Indenture Estate), to wit:

(1) the Equipment and all replacements thereof and substitutions therefor in which Owner Trustee shall from time to time acquire an interest as provided in the Indenture and in the Lease, all as more particularly described in the Indenture Supplement No. 1 executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in the Indenture, and the interest of Owner Trustee in all records, logs and other documents at any time maintained by Lessee with respect to the foregoing property;

(2) the Lease (including each Lease Supplement) and all Rent thereunder, including, without limitation, all amounts of Base Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement, the Bill of Sale, the Assignment of Warranties (which assigns to Owner Trustee certain rights of Lessee under the Purchase Agreement, but only to the extent so specifically assigned pursuant to the Assignment of Warranties), and the Consent, including without limitation, in the case of each such Operative Document excluding Excepted Payments and Excepted Rights, (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to Owner Trustee whether in its capacity as Lessor or otherwise as well as all rights of Owner Trustee to enforce

payment of any such amounts or payments, (y) all rights of Owner Trustee to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof (except for any such rights under the Participation Agreement exercisable in connection with the closing), as well as all the rights, powers and remedies on the part of Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from Lessee in respect of any determination of invalidity of any such document;

(3) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(5) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Indenture Trustee by or for the account of Owner Trustee pursuant to any term of any Operative Document and held or required to be held by Indenture Trustee under the Indenture; and

(6) all proceeds of the foregoing;

BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Payments and Excepted Rights, and the rights to enforce, collect, settle or compromise the same, and SUBJECT TO the rights of Owner Trustee and Owner Participant under Section 6.10 of the Indenture.

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

Concurrently with the delivery hereof, Owner Trustee is delivering to Indenture Trustee the executed counterpart of the Lease (including each Lease Supplement delivered on the Closing Date) identified for Uniform Commercial Code purposes as the sole chattel paper original of the Lease (to which a chattel paper receipt is attached), together with executed copies of the Indenture Documents delivered on the Closing Date.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

By: 
Name: **PATRICIA A. EVANS**
Title: **Senior Financial Services Officer**

ALLFIRST BANK, as Indenture Trustee

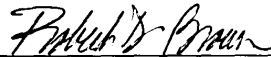
By: _____
Name: _____
Title: _____

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WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

By: _____
Name:
Title:

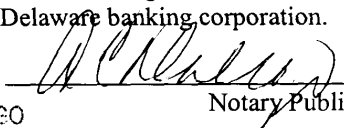
ALLFIRST BANK, as Indenture Trustee

By: 
Name: ROBERT D. BROWN
Title: VICE PRESIDENT

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 20th day of June, 2001, before me personally appeared Patricia A. Evans, to me personally known, who, by me being duly sworn, says that he/she is the S.R.F.S.O. of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Delaware banking corporation.

ANITA E. DALLAGO
NOTARY PUBLIC


Notary Public

My commission expires My Commission Expires August 3, 2001

STATE OF MARYLAND)
) SS.:
CITY OF BALTIMORE)

On this 28th day of June, 2001, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he/she is Vice President of ALLFIRST BANK, and that the foregoing instrument was signed on behalf of said Maryland banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Deborah K. Bailey
Notary Public

My commission expires: 4/13/2002

SCHEDULE I

DESCRIPTION OF EQUIPMENT

AMTRAK TRUST 2001-L-A

Equipment Type

**Amtrak
Equipment Numbers**

Thirty-One (31) General Electric P42-DC Single
Mode Diesel Locomotives

AMTK 153 through
AMTK 183, inclusive